

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
NORTHERN DIVISION

POINT BLANK BODY ARMOR, INC. *

Plaintiff *

v. *

ALLEN PRICE, *
JOSEPH KRUMMEL, and *
JAMES MURRAY *

Civil Action No. MJG 01 CV 3256

Defendants. *

* * * * *

AFFIDAVIT OF WILLIAM M. KRULAK, JR.

I, William M. Krulak, Jr., being duly sworn, depose and say:

1. I am over eighteen (18) years of age and competent to testify on this 22nd day of April, 2003, hereby attest as follows:

2. I am an attorney of record in the above-captioned matter and have personal knowledge as to all pleadings and filings in this matter.

3. On or about November 11, 2001, Counterclaim Defendant, Point Blank Body Armor brought suit against Counterclaimants, Price, Krummel, and Murray, alleging breach of contract and misappropriation of trade secrets, and seeking declaratory relief, preliminary and permanent injunctive relief, and damages in excess of \$75,000.

4. On November 26, 2001, Counterclaimants, Price, Krummel, and Murray filed their Answer and Counterclaim, specifically denying any and all liability to Point Blank and setting forth their counterclaim against Point Blank for unpaid wages and for trebling of those unpaid wages pursuant to the Maryland Wage Payment and Collection Act.

EXHIBIT

5. On December 13, 2001, Point Blank filed its Answer to the Counterclaim, denying liability as to the claims asserted in the Counterclaim.

6. On July 3, 2002, Counterclaimants, Price, Krummel, and Murray filed a Motion for Leave to File Amended Counterclaim, Answer, Amended Counterclaim and Demand for Jury Trial. Price, Krummel, and Murray amended their claims against Point Blank by alleging that, in addition to the unpaid wages sought in their original counterclaim, Point Blank had failed and refused to make other payments of wages in the form of stock and stock warrants that were due and owing from Point Blank to Counterclaimants and that were wages as defined by the Maryland Wage Payment and Collection Act.

7. On July 8, 2002, Point Blank filed its Opposition to the Motion for Leave to File Amended Counterclaim, asserting the Counterclaimants, Price, Krummel, and Murray should not be allowed to amend their counterclaim after the January 11, 2002 deadline for amendment of pleadings set forth in the Court's November 27, 2001 scheduling order.

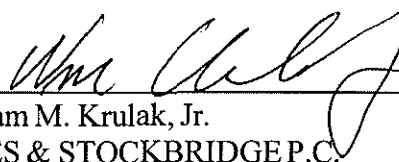
8. On February 19, 2003, Judge Marvin J. Garbis issued an order granting Counterclaimants, Price, Krummel, and Murray's motion for leave to file an amended counterclaim, stating that the "proffered Amended Counterclaim is deemed to be filed on the date of this Order."

9. Pursuant to Rule 15 (a) of the Federal Rules of Civil Procedure, Point Blank had ten (10) days from the date service of the amended pleading to file any responsive pleading.

10. Point Blank had been served with the Amended Counterclaim prior to the February 19, 2003 Order¹, therefore, the ten-day period within which Point Blank was required to file any responsive pleading expired on March 5, 2003. Therefore, Point Blank is in default.

I SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING PAPER ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

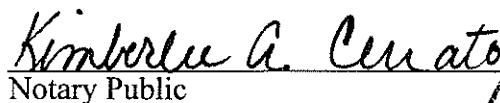
April 22, 2003


William M. Krulak, Jr.
MILES & STOCKBRIDGE P.C.

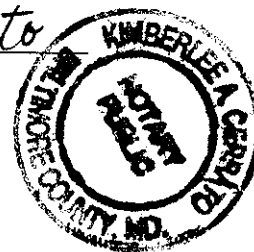
STATE OF MARYLAND :
: to wit:
COUNTY OF BALTIMORE :

I HEREBY CERTIFY that on this 22nd day of April, 2003, before the subscriber, a Notary Public of the State and City aforesaid, personally appeared, William M. Krulak, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 2/1/04



¹ Counterclaimants, Price, Krummel, and Murray filed their Motion for Leave to File Amended Counterclaim and the Amended Counterclaim on July 3, 2002, and served the same on Point Blank via first class mail.